

THOMAS L. GARTHWAITE, M.D. Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES 313 N. Figueroa, Los Angeles, CA 90012 (213) 240-8101

December 2, 2004

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

### FAMILY PLANNING PROGRAM (All Districts) (3 Votes)

### IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Approve and instruct the Director of Health Services, or his designee, to accept and sign the attached Letter of Agreement from the California Family Health Council, Inc. (CFHC), Exhibit I, for supplemental Federal Title X funds in the amount of \$13,400, for the period of October 1, 2004 through December 31, 2004, for the revised 2004 Family Planning Annual Report (FPAR) submission requirements, at no County cost.
- 2. Approve and instruct the Director of Health Services, or his designee, to accept the attached Letter of Award from the CFHC, Exhibit II, for Federal Title X funds in the amount of \$1,059,698 for Calendar Year (CY) 2005 for the provision of family planning services, at no County cost.
- 3. Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 3 to Agreement No H-212730, substantially similar to Exhibit III, with JWCH Institute, Inc. (JWCH) to increase the County maximum obligation by \$13,400, from \$259,621 to \$273,021 for CY 2004 and by \$166,249, from \$259,621 to \$425,870 for CY 2005 and Amendment No. 3 to Agreement No. H-212729, substantially similar to Exhibit IV, with Los Angeles Biomedical Research Institute (LABIOMED), formerly known as Harbor-UCLA Research and Education Institute, Inc. (REI), to increase the County maximum obligation by \$47,520, from \$88,055 to \$135,575 for CY 2005 for the provision of family planning services.

Gloria Molina First District

Yvonne Brathwaite Burke Second District

> Zev Yaroslavsky Third District

Don Knabe Fourth District

Michael D. Antonovich Fifth District The Honorable Board of Supervisors December 2, 2004 Page 2

- 4. Delegate authority to the Director of Health Services, or his designee, to accept amendments to the CY 2005 Letter of Award for amounts, not to exceed 25% of the CY 2005 base award, contingent upon review and approval by County Counsel and notification of Board offices.
- 5. Delegate authority to the Director of Health Services, or his designee, to accept and sign the CFHC contractual agreement for CY 2005, contingent upon review and approval by County Counsel and notification of Board offices.

### PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

In approving these actions, the Board is authorizing the Director of Health Services, or his designee, to accept Federal Title X funds for the continued provision of family planning services and the implementation of revised reporting procedures. Family planning services provided in the Department of Health Services' (DHS or Department) Family Planning Sites include basic contraceptive services and special population with partnering projects.

### FISCAL IMPACT/FINANCING

The total program cost for CY 2005 is \$1,059,698, 100% offset with Federal Title X funds. Program cost includes \$566,360 for Basic Contraceptive Services (BCS); \$320,871 for Special Population with Partnering Project Plan; and \$172,467 for Family Planning Program Administration expenditures (Attachment B). There are no net County costs.

Supplemental funding for CY 2004 allocated to JWCH in the amount of \$13,400 is 100% offset with Federal Title X funds.

Funding is included in the Fiscal Year (FY) 04-05 Adopted Budget and will be requested in future fiscal years.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

For a number of years, the Board has approved agreements with CFHC and the County's affiliated subcontractors for the continued provision of family planning services in County facilities. The Letter of Award from CFHC provides for the receipt of Federal Title X funds to offset expenditures for the subcontract costs with REI, JWCH and family planning administration costs.

On December 2, 2002 the Board accepted a Letter of Authorization from the CFHC in the amount of \$981,709 for the provision of family planning services, approved amendment agreements with CFHC, JWCH and REI for CY 2002, with provision for a one-year automatic renewal for CY 2003 and delegated authority to the Director of Health Services, or his designee, to accept Federal Title X funds from CFHC for CY 2003.

The Honorable Board of Supervisors December 2, 2004 Page 3

On July 11, 2003 the Department exercised the delegated authority approved by the Board on December 2, 2002 to accept Federal Title X funds from CFHC in the amount of \$716,410 for CY 2003 for the provision of family planning program services.

On December 16, 2003 the Board approved Agreement Amendment No. 2 with CFHC, JWCH and REI, 100% offset with Federal Title X funds for CY 2003, with an automatic one year renewal for CY 2004 and delegated authority to the Director of Health Services, or his designee, to accept Federal Title X funds from CFHC for CY 2004.

On August 13, 2004 the Department received a Letter of Award from CFHC in the amount of \$1,059,698 in Federal Title X funds for CY 2005 for family planning Basic Contraceptive Services.

On November 2, 2004 the Department received a letter from CFHC stating that the CY 2005 contractual agreement between CFHC and the County for Federal Title X funds would be developed by CFHC and submitted to DHS for review and approval.

On November 19, 2004 the Department exercised the delegated authority approved by the Board on December 4, 2003 to accept Federal Title X funds from CFHC in the amount of \$775,964 for CY 2004.

County Counsel has reviewed the Letter of Agreement and Letter of Award (Exhibits I and II) and approved the amendments with JWCH and LABIOMED (Exhibits III & IV) as to form.

Attachments A and B provide additional information. Attachment C is the Grant Management Statement required by the Board for grants exceeding \$100,000.

### **CONTRACTING PROCESS:**

On February 17, 1997, a Request for Proposals (RFP) was released to prospective proposers and advertised in local newspapers for the provision of State Family PACT services. By the proposal submission deadline, the Department received two proposals, one from JWCH and a second proposal from Harbor-UCLA Medical Foundation, Inc., with REI as the subcontractor for the implementation of State Family PACT services. A DHS evaluation committee consisting of DHS and community representatives recommended the selection of JWCH and Harbor-UCLA Medical Foundation, Inc., as the providers of Family PACT services. Additionally, these agencies would receive Federal Title X funds for BCS and other family planning related projects through County subcontract agreements.

In April 1998, Harbor-UCLA Medical Foundation, Inc. withdrew their proposal as the primary contractor for REI. As a result, the Department recommended REI to provide family planning services on a sole source basis because they have been providing these services at Harbor-UCLA Medical Center's Women's Clinic for more than 30 years.

The Department plans to solicit other service providers for family planning services through an RFP process by the end of the funding cycle in CY 2006.

The Honorable Board of Supervisors December 2, 2004 Page 4

### **IMPACT ON CURRENT SERVICES (OR PROJECTS):**

The acceptance of the CFHC funds and the approval of subcontract agreement amendments with JWCH and LABIOMED will provide for the continued delivery of family planning services through December 31, 2005.

When approved, the Department of Health Services requires three signed copies of the Board's action.

Respectfully submitted

Thomas L. Garthwaite, M.D.

Director and Chief Medical Officer

TLG:kh

Attachments (5)

c: Chief Administrative Officer

County Counsel

Executive Officer, Board of Supervisors

BLETCD3524:KH 11/19/04

#### SUMMARY OF AGREEMENTS

#### 1. TYPE OF SERVICES:

Family planning services provided in DHS Family Planning sites, including basic contraceptive services and special population with partnering projects.

### 2. AGENCY/ CONTACT PERSONS:

California Family Health Council, Inc. (CFHC) 3600 Wilshire Boulevard, Suite 600

Los Angeles, California 90010

Attention:

Margie Fites-Seigle, Chief Executive Officer

Telephone:

(213) 386-5614 Facsimile: (213) 368-4410

e-mail address: www.cfhc.org

#### Subcontracts:

#### A. JWCH Institute, Inc.

1910 West Sunset Blvd., Suite 650 Los Angeles, California 90026-3290

Attention: Alvaro Ballesteros, Executive Director Telephone: (213) 484-1186 Facsimile: (213) 413-3443

### B. Los Angeles Biomedical Research Institute (LABIOMED) [formerly known as

Harbor UCLA Research and Education Institute (REI)]

1124 West Carson Street, Bldg. N14, Room 6

Torrance, California 90502

Attention:

Kenneth P. Trevett, JD, President and CEO

Telephone:

(310) 222-3601 Facsimile: (310) 222-3603

Attention:

Jay Schoenau, Vice President & Chief Financial Officer

Telephone: (310) 222-3605 Facsimile: (310) 320-6515

### 3. TERM OF AWARDS/AGREEMENTS:

The term of the Letter of Agreement for the revised FPAR requirements with CFHC is for the period of October 1, 2004 through December 31, 2004. The Letter of Award for BCS is for CY 2005. The term of Amendment No. 3 with JWCH is effective October 1, 2004 through December 31, 2004 for the supplemental funding only. Amendment No. 3 with JWCH also includes BCS funding for CY 2005. Amendment No. 3 with LABIOMED for BCS is for CY 2005.

### 4. FINANCIAL INFORMATION:

The total program cost for CY 2005 is \$1,059,698, 100% offset with Federal Title X funds. Program cost includes \$566,360 for Basic Contraceptive Services (BCS); \$320,871, for Special Population with Partnering Project Plan; and \$172,467 for Family Planning Program Administration expenditures (Attachment B). There are no net County costs.

Supplemental funding for CY 2004 allocated to JWCH in the amount of \$13,400 is 100% offset with Federal Title X funds.

Funding is included in the Fiscal Year (FY) 04-05 Adopted Budget and will be requested in future fiscal years.

### 5. GEOGRAPHIC AREA TO BE SERVED:

Countywide.

### 6. SERVICES INFORMATION:

The projected number of unduplicated client users is estimated at 24,191 for the period of January 1, 2005 through December 31, 2005.

### 7. DESIGNATED ACCOUNTABLE FOR PROJECT MONITORING:

John F. Schunhoff, Ph.D., Chief of Operations, Public Health

### 8. APPROVALS:

Public Health:

John F. Schunhoff, Ph.D., Chief of Operations

Contract Administration:

Irene E. Riley, Director

Contracts and Grants Division:

Cara O'Neill, Chief

County Counsel (approval as to form):

Kelly Auerbach-Hassel, Deputy County Counsel

BLETCD3524.KH 11/22/04

### Los Angeles County Chief Administrative Office Grant Management Statement for Grants Exceeding \$100,000

Department: FAMILY PLANNING PROGRAM							
Grant Project Title and	Description - LET	TER OF AWARD -	CY 2005 FEDERA	L TITL	EΧ		
Federal Title X Basic Contraceptive Services for Family Planning Services							
Funding Agency	Program (Fed. Gr	ant #/State Bill or C	ode #)	Grant .	Accep	tance	Deadline
СГНС	Federal Title X Al	locations		ASAP			
Total Amount of Grant	\$1,059,6	598	County Match Requ	uiremen	ts	N/A	
Grant Period: 01/01/0	05 Begin	One year period	End Date	e:	12/3	1/05	
Number of Personnel F	Hired -Grant	1	Full	1	Part	Time	
	Obligations Impo	osed on the County	When the Grant E	<u>xpires</u>			
Will all personnel hirec program?	Will all personnel hired for this program be informed this is a grant funded Yes X No						
Will all personnel hired	d for this program b	pe placed on tempor	ary ("N") items?		X	No	
Is the County obligated	Is the County obligated to continue this program after the grant expires  Yes  No  X					X	
If the County is not obl	ligated to continue	this program after th	ne grant expires, the	Departr	nent v	vill:	
a). Absorb the prograr	n cost without redu	icing other services		Yes		No	X
b). Identify other rever	b). Identify other revenue sources  Yes X No					***************************************	
Describe							
c). Eliminate or reduce grant.	e, as appropriate, p	ositions/program co	sts funded by this	Yes	X	No	
B. w						•	
Impact of additional pe	ersonnel on existing	g space: None					
Other requirements not above: None	mentioned	- A					
Department Head Signa	atur			Da	te		

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES FAMILY PLANNING PROGRAM TITLE X ALLOCATION SCHEDULE CALENDAR YEAR JANUARY 1, 2005 THROUGH DECEMBER 31, 2005

TITLE X FAMILY PLANNING PROGRAMS:	Program Administration	Basic Contraceptive Services	Special Populations w/Partnering Plan Project	TOTAL
County Operated:				
1. San Fernando Valley Cluster	0	\$118,451	\$ 63,781	\$ 182,232
2. Antelope Valley Cluster	0	63,085	33,969	\$ 97,054
3. Coastal Cluster	0	30,225	16,275	\$ 46,500
TOTAL	0	\$ 211,761	\$ 114,025	\$ 325,786
Subcontractors:				
4. JWCH Institute, Inc. (4 CHCs)	0	\$ 276,815	\$ 149,055	\$ 425,870
5. Harbor/UCLA Research & Education Institute (REI)	0	77,784	57,791	\$ 135,575
Subcontractors TOTAL	0	\$ 354,599	\$ 206,846	\$ 561,445
6. Family Planning Program Administration unit	\$ 172,467	0	0	\$ 172,467
TITLE X ALLOCATION TOTALS	\$ 172,467	\$ 566,360	\$ 320,871	\$ 1,059,698

KL:kl-11/8/04c:contractexhibitTitleXAllocationCY2005-excel

November 1, 2004

Cynthia Harding
Program Director
County of Los Angeles Department of Health Services
600 South Commonwealth Avenue, Suite 800
Los Angeles, CA 90005

SUBJECT: 2004 FAMILY PLANNING ANNUAL REPORT IMPLEMENTATION

Dear Ms. Harding:

Enclosed are two (2) copies of an agreement between the California Family Health Council, Inc., and your agency that allocates funding to help you comply with the upcoming revised Family Planning Annual Report (FPAR) requirements. This agreement covers the period October 1, 2004 to December 31, 2004. Please review the agreement. If the terms and conditions are acceptable please sign both copies and return them to my attention. Once signed by CFHC, one (1) fully executed copy will be returned for your records.

Under the terms and conditions of this agreement you must submit a Statement of Revenue and Expense Report in order for you to get reimbursed. A blank copy of this form is attached to the agreement. If you prefer to have a copy sent to you electronically please e-mail your request to me at <a href="mailto:reetzr@cfhc.org">reetzr@cfhc.org</a> and ask for the FPAR Statement of Revenue and Expense Form.

Regarding the Letter of Authorization for 2004 funds your office has requested, I am currently working on it and hope to get you something in writing within a day or two. In the event you are unable to comply with any part of the contract, or should you have any questions, please contact me at 213-386-5614 ext. 4532.

Sincerely,

Richard Reetz

Contract Administrator

c: contract file

Robert Settlage w/o enclosures Katherine Levario w/o enclosures Angie Toyota w/o enclosures Karen Horton w/o enclosures Miles Yakota w/o enclosures Jim Asada w/o enclosures



California

FAMILY

HEALTH

COUNCIL, INC.

## California Family Health Council, Inc. 2004 Title X Family Planning Annual Report Implementation Letter of Agreement

1 of 1

1. This Agreement is entered into between the California Family Health Council, Inc. and the Contractor named below:

### County of Los Angeles\Department of Health Services

- 2. The term of this Agreement is October 1, 2004 through December 31, 2004.
- 3. The maximum amount of this agreement is \$13,400 for Contractor expenses related to compliance with revised Family Planning Annual Report (FPAR) submission requirements.
- 4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this agreement:

Exhibit A – FPAR Implementation Plan

Exhibit B – Budget Detail

Exhibit C - Terms and Conditions

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTR	ACTOR	
CONTRACTOR'S NAME		
County of Los Angeles\Department of Health Se	ervices	
BY (authorized signature)	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
313 North Figueroa Street, Room 912		
Los Angeles, CA 90012	·	
CALIFORNIA FAMILY I	HEALTH COUNCIL, INC.	
BY (authorized signature)	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Arna M. Fulcher, Chief Financial Officer		
ADDRESS		
3600 Wilshire Boulevard, Suite 600, Los Angeles California 90010		



### FPAR Implementation Plan Exhibit A

Revised10/18/04

Name of Delegate Agency: Los Angeles County Department of Hlth. Services (LACDHS)

Contact person phone and email: Cynthia Harding, (213) 639-6400, charding@ladhs.org
Kathy Levario, (213) 639-6414, klevario@ladhs.org

 Please describe your agency's plan for implementation of the new FPAR reporting system and timeline:

LACDHS has two vendors that provide the summarized data for the FPARs: Accordis, Inc. and JWCH Institute, Inc. Accordis, Inc. has reviewed all the necessary changes to the FPAR and has assured us that they will make the necessary changes to the FPAR report under their existing contract with LACDHS. We have revised the encounter form which all sites use to collect data and will have it in place in the clinics prior to January 1, 2005. We are talking with the various lab providers to examine ways to get this data in a summary form, and will probably use a mix of manual and electronic systems to report the data.

JWCH prepares the FPAR summary data for four LACDHS Title X clinic sites, Hudson, El Monte, Roybal and Humphrey Comprehensive Health Centers (CHCs). JWCH's existing capabilities to meet the requirements of the new FPAR are limited. They are currently using a manual process to capture data for many of the FPAR reporting elements. We are requesting funds to upgrade the computer hardware at Hudson, El Monte, Roybal and Humphrey CHCs family planning clinics (#2965, #7995, #8248, #8249) to collect the FPAR data effective January 1, 2005. Upgrading their hardware will enable these four Title X family planning clinic sites to collect the data onsite and enter it into the web-based application, which is accessible to JWCH headquarters billing and reporting unit. In addition, these onsite systems will allow these four Title X clinic sites to track and report electronically on the referrals and results for pap smears, STI and HIV testing.

JWCH will train clinic staff on the various changes on the revised 2005 FPAR in order to ensure compliance. In addition, JWCH will provide intense training to all Hudson, El Monte, Roybal and Humphrey family planning clinic staff who will be responsible for the onsite data entry of the encounter form client information, referrals, positive STIs, HIV test results. Hardware will be purchased and installed, and programming changes will be complete by 12/17/04. Hudson, El Monte, Roybal and Humphrey family planning clinic staff will be trained to enter required FPAR data by 12/30/04.

Please provide a narrative of how the funds requested will be utilized;

\$10,695 - Office Supplies: Eight computer systems @ \$935 each. (two at each of the four Title X clinic sites – administered by JWCH)

Eight laser printers @ \$300 each. (two at each of the four Title X clinic sites)
\$2,705 - Other Expense: Internet Access, Cabling (Network wiring), computer Installation/set-up.

Date:

#### LAMULL

FPAR IMPLEMENTATION Project Name: Budget Period: October - December 2004 Los Angeles County Department of Health Services -Agency Name: Subcontractor: JWCH Institute, Inc. BUDGET CATEGORY Annual Salary # of Months % of Time TOTAL BUDGET Personnel Employee Position: Total Salaries & Wages Fringe Benefits FB Rate: TOTAL PERSONNEL COST Other Costs Staff Training Consultant Fees Vendor / Laboratory Service Fees 10.695 Office Supplies (Include computer equipment under \$5,000) Equipment (Capital Expenditure of \$5,000 or more per item) Materials/Forms Development and Duplication Other Expenses (Specify): Utilities & Communication: Internet, Cabling, Installation 13,400 TOTAL OTHER COSTS 13,400 TOTAL Frances Bernabe/Vanessa Morrison - JWCH Prepared By: Cynthia A. Harding, Director Maternal, Child. and Adolescent Health Programs Approved By: Los Angeles County Department of Health Services

10/8/2004

1 of 2

# 2004 Title X Family Planning Annual Report Letter of Agreement Exhibit C - Terms and Conditions

- 1. Contractor shall in a satisfactory and proper manner as determined by CFHC perform the functions and services described in Exhibit A, Implementation Plan, which is attached hereto and incorporated herein by reference.
- 2. Contractor will be compensated under this agreement as set forth in Exhibit B, Budget, which is attached hereto and incorporated herein by reference, and in accordance with the following conditions and instructions.
  - a. Contractor shall submit a Statement of Revenue and Expense Report for payment under this agreement no later than January 15, 2005 (blank form attached).
  - b. Contractor shall submit a written final report of activities, accomplishments and expenses incurred by January 17, 2005.
  - c. Statement of Revenue and Expense Report and the written final report are to be submitted to your Area Manager:
- 3. Contractor is responsible for maintaining adequate records and other documentation to support the amounts invoiced under this agreement.
  - a. Records defined in this clause shall be retained at Contractor location for four years after the expiration of this agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular four year period, whichever is later.
- 4. Funds expended under this agreement are subject to all applicable Federal regulations and guidelines including but not exclusive to:
  - a. The Code of Federal Regulations CFR 45, Part 74, and the Federal Title X Guidelines.
  - b. PHS Act as amended Title X/42 CRP Part 59.
  - c. PHS Grants Policy Statement.
  - d. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
  - e. Program income is subject to 45 CFR Part 74.42 (d).
  - f. 42 CFR, Part 59.
- 5. No addition to, or alteration of, the terms of this agreement whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties.

## 2004 Title X Family Planning Annual Report Letter of Agreement Exhibit C - Terms and Conditions

2 of 2

- 6. CFHC may terminate this agreement for any reason by giving the other party written notice, unless stated otherwise by other sections contained in this contract.
- 7. In the event of termination of this agreement, either in whole or in part, all property, finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this agreement shall, at the option of CFHC, become its property or be disposed of in accordance with CFHC procedures or instructions; the Contractor shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of this agreement. Notwithstanding the above, the Contractor shall not be relieved of liability to CFHC for damages sustained by CFHC by virtue of any breach of this contract by the Contractor, and CFHC may withhold any reimbursement to the Contractor for the purpose of offset until such time as the exact amount of damages due CFHC from the Contractor is agreed upon or otherwise determined.

### STATEMENT OF REVENUE AND EXPENSE REPORT

Project Name:	FPAR IMPLE	PAR IMPLEMENTATION		
Budget Period;	October - De	cember 2004		
Agency Name:		- m	· WATE balls to consider come discoloring page.	
	<i>p</i>			
DESCRIPTION	BUDGET	EXPENSE	BALANCE	
Personnel				
Salaries & Wages			I fair a securities subseque a se attendemental step a della del pari par .	
Fringe Benefits			The second secon	
TOTAL PERSONNEL COST	-	•	-	
Other Costs				
Staff Training			-	
Travel			*	
Consultant Fees			-	
Vendor / Laboratory Service Fees				
Office Supplies				
Equipment (\$5,000 or more per item)				
Materials/Forms Development and Duplication			-	
Other Expenses: (Specify)				
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	Province of the second of the second		# http://www.new.au.au.au.au.au.au.au.au.au.au.au.au.au.	
	<u> </u>		-	
And the state of the state and the state of				
			-	
TOTAL OTHER COSTS	-	·	-	
TOTAL			<u> </u>	
0				
Prepared by:	car and the case of any case and analysis and a second distinct of the case of the contract Art	out was a figure and process of the second contract of the second co		
Approved by:				
Date				

### via overnight delivery

August 13, 2004

Ms. Cynthia Harding, MPH

Los Angeles County Department of Health Services / Maternal, Child and Adolescent Health Programs / Maternal Health and Family Planning

600 S. Commonwealth Avenue, Room 800

Los Angeles, CA 90005

e: CY 2005 Title X Allocations

California

Dear Ms. Harding, MPH:

FAMILY

Dear Ms. Harding, Mir 11.

HEALTH

The California Family Health Council is pleased to notify you that your application has been selected to be awarded a Title X Family Planning Basic Contraceptive Services grant.

Council, Inc.

The amount awarded to your agency by county for CY 2005 is listed below.

Agency Name	County	Amount Funded
Los Angeles County Department of Health	Se Los Angeles	\$1,059,698
Tot	al Amount Allocated:	\$1,059,698

If the allocation is different from your request, your Statement of Work (SOW) and/or Budget may require revisions. If so, you will be notified by your Area Manager with specific requests for revisions and a deadline for submission of those revisions.

Subject to availability of federal funds, successful accomplishment of your SOW and compliance with all reporting requirements, it is the intent of CFHC to contract with your agency for CY 2006 and 2007, which is the term of the current CFHC Primary Grantee Award with the Office of Population Affairs. Subsequent years funding is dependent on factors such as federal allocations, successful application by CFHC, federal priorities and successful accomplishment of your SOW and compliance with reporting requirements.

On behalf of the Board and staff of the California Family Health Council, thank you for participating in the Title X Family Planning Services competitive application process. We look forward to working with you to serve the family planning needs of women and men within your communities.

Sincerely,

Margie Sites Juigle
Margie Fites Seigle
Chief Executive Officer
California Family Health Council, Inc.

RECEIVED AUG 16 2004

### FAMILY PLANNING PROGRAM SUBCONTRACT AGREEMENT

Amendment No. 3

	THIS AMENDMENT is mad	le and entered into this day
of _		
	by and between	COUNTY OF LOS ANGELES (hereafter "County"),
	and	JWCH INSTITUTE, INC.(hereafter "Contractor").

WHEREAS reference is made to that certain document entitled "FAMILY PLANNING PROGRAM SUBCONTRACT AGREEMENT", dated June 12, 2001, and further identified as County Agreement No. H-212730, between the County and JWCH Institute, Inc. ("Contractor") and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend

Agreement to increase the County's maximum obligation and make

other hereinafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and

executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

- This Amendment shall become effective date of Board approval.
- 2. Paragraph 1, TERM, shall be revised as follows:
- "1. TERM: The term of this Agreement shall commence on January 1, 2001 and shall continue in full force and effect through December 31, 2005, subject to the availability of Federal Title X funding. This Agreement may be terminated, with or without cause, by either party upon giving of at least thirty (30) days' prior written notice thereof to the other party.

If for any reason Federal Title X funding, is terminated or reduced, County shall thereupon have the right to adjust this Agreement in whole or in part as of said date. Notice of such adjustment shall be served upon Contractor in writing.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement shall constitute a material breach hereof and the Agreement may be terminated immediately. Failure to exercise this right of termination

shall not constitute waiver of such right, which may be exercised at any subsequent time.

County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a thirty-day written notice to Contractor. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

- 3. Paragraph 2, <u>STATEMENT OF WORK</u>, shall be revised in its entirety as follows:
  - "2. STATEMENT OF WORK: Contractor shall, in a satisfactory and proper manner, perform the functions and services described in Exhibits B, B-1, B-2, B-3 and B-5, "Statement of Work", attached hereto and incorporated herein by reference for the provision of family planning Basic Contraceptive Services (BCS).

During the period of October 1, 2004 through December 31, 2004, Contractor shall perform the functions and services described in Exhibit B-4 "Statement of Work", attached hereto and incorporated herein by reference for the implementation of the Revised Family Planning Annual Report Submission

Requirements.

Unless provided for elsewhere in this Agreement,

Contractor shall be completely independent in performing its
responsibilities under this Agreement."

4. Paragraph 3, MAXIMUM COUNTY OBLIGATION, shall be revised to replace subparagraph E in its entirety and add subparagraph F as follows:

### "3. MAXIMUM COUNTY OBLIGATION:

E. County's maximum obligation for Federal Title X funded services for BCS, Special Population and Partnering Projects provided by Contractor hereunder during the period of January 1, 2004 through December 31, 2004, shall not exceed Two Hundred, Fifty-Nine Thousand, Six Hundred Twenty-One Dollars (\$259,621). Such obligation shall consist of the following:

Basic Contraceptive Services	\$121,243
Special Population	77,809
Partnering Projects	60,569
	\$259 <b>,</b> 621

County's maximum obligation for Federal Title X funded services for implementation of Revised Family Planning Annual

Report Submission Requirements provided by Contractor hereunder during the period of October 1, 2004 through December 31, 2004, shall not exceed Thirteen Thousand, Four Hundred Dollars (\$13,400).

Such obligation shall be set forth in Exhibits C-3 and C-4.

County's maximum obligation for Federal Title X funded services for BCS, and Special Population with Partnering Plan Project provided by Contractor hereunder during the period of January 1, 2005 through December 31, 2005, shall not exceed Four Hundred, Twenty-Five Thousand, Eight Hundred Seventy Dollars (\$425,870). Such obligation shall consist of the following:

Basic Cor	traceptive Services	\$276,815
Special E	Population w/	149,055
Partnerir	ng Plan Project	
	Total	\$425,870

Such obligation shall be set forth in Exhibit C-5.

5. Paragraph 16, <u>SPECIAL REPORTING REQUIREMENTS</u>, shall be revised to read as follows:

"16. <u>SPECIAL REPORTING REQUIREMENTS</u>: Contractor shall submit to County the following required reports in compliance

with the dates and conditions specified here below:

	Frequency	Date Due
Report Title	Submission	To County
_Family Planning	Quarterly	Second week
Annual Report (FPAR)		Following each
		Quarter
Statement of Revenue Expenditures Reports	Quarterly	Third Friday in April, July, October and Second Friday in January
Special Reports, Surveys/Questionnaires requested by CFHC/Coun	_	Specified by County

Failure to submit required or requested Reports may result in withholding payment of Title X funds under this Agreement or may be considered a breach of contract which may result in termination of the Agreement. Enforcement of contractual provisions for reporting are in accordance with CFHC Board of Directors policy dated November 22, 2002.

County may require Contractor's preparation of additional special reports upon thirty (30) days' notice to Contractor.

Insofar as they directly affect the herein described

County Department of Health Services' Basic Contraceptive

Services or Special projects or "TitleX Family Planning

Program", County must be notified immediately of any other

grants or contracts directly affecting Title X services
received during the term of this Agreement. Notification must
include the name of the funding source, grant or contract,
the amount of the grant or contract, and a brief description
of the services to be provided."

6. Paragraph 43, CONTRACTOR'S WARRANTY OF ADHERENCE TO

COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be revised as follows:

# "43. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance

Program (County Code Chapter 2.200) and without limiting

Contractor's duty under this contract to comply with all

applicable provision of law, Contractor warrants that it

is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall Implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notice of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 39 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this contract.

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to

Paragraph 52B, "TERMINATION FOR CONTRACTOR'S DEFAULT" and pursue debarment of Contractor pursuant to County Code Chapter 2.202."

7. Paragraph 56, <u>CONTRACTOR RESPONSIBILITY AND DEBARMENT</u>, shall be revised as follows:

### "56. <u>CONTRACTOR RESPONSIBILITY AND DEBARMENT</u>:

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may

have with the County.

- C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicated a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contract may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is

presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor shall be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. These terms shall also apply to [subcontractors/ subconsultants] of County Contractors.
- 8. Paragraph 62. <u>ENTIRE AGREEMENT</u>, shall be amended to read as follows:
- "62. ENTIRE AGREEMENT: The body of this Agreement,

Exhibits A, A-1, A-2 B, B-1, B-2, B-3, B-4, B-5, C, C-1, C-2, C-3, C-4, C-5, D. E, and F attached hereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

- 1. Exhibits A, A-1 and A-2
- 2. Exhibits B, B-1, B-2, B-3, B-4, and B-5
- 3. Exhibits C. C-1, C-2, C-3, C-4, and C-5
- 4. Exhibit D
- 5. Exhibit E
- 6. Exhibit F"
- 9. Effective date of Board approval, Exhibits B-4, and C-4 shall be added to the Agreement.
- 10. As of January 1, 2005, Exhibits A-2, B-5 and C-5 shall be added to the Agreement.

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By		
Tho	omas L. Garthwaite,	M.D.
Director	and Chief Medical	l Officer
<u>JWCH INSTI</u>	TUTE, INC.	
	Contractor	
Ву		
	Signature	
	Printed Name	
Title		
<u></u>	FFIX CORPORATE SEA	AL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_\_
Irene E. Riley, Director
Contract Administration

AMENDCD3034.2 KH:kh:12/2/04

### EXHIBIT C-5

### LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES TITLE X FAMILY PLANNING PROGRAM

### JWCH INSTITUTE, INC. FEDERAL TITLE X BUDGET ALLOCATIONS

\_\_\_\_\_January 1, 2005 through December 31, 2005

I.	<u>ALL(</u>	OCATION CATEGORIES	<u>AMOUNTS</u>
	Α.	Basic Contraceptive Services	\$ 276,815
	В.	Special Populations w/Partnering Plan Project	<u>149,055</u>
		TOTAL BUDGET	\$ 425 <b>,</b> 870

kh:kh
family planning/CY05
11/30/05

### FAMILY PLANNING PROGRAM SUBCONTRACT AGREEMENT

Amendment No. 3

	THIS AMENDMENT IS Made	and entered into this day
of _		, 2004,
	by and between	COUNTY OF LOS ANGELES (hereafter "County"),
	and	LOS ANGELES BIOMEDICAL RESEARCH, INSTITUTE, formerly known as HARBOR-UCLA RESEARCH AND EDUCATION INSTITUTE, a non-profit corporation (hereafter "Contractor").

WHEREAS reference is made to that certain document entitled
"FAMILY PLANNING PROGRAM SUBCONTRACT AGREEMENT", dated June 12,
2001, and further identified as County Agreement No. H-212729,
between the County and Los Angeles Biomedical Research Institute,
formerly known as Harbor-UCLA Research and Education Institute
("Contractor") and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend

Agreement to increase the County's maximum obligation and make

other hereinafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. This Amendment shall become effective January 1, 2005.
- 2. Paragraph 1, TERM, shall be revised as follows:

"1. TERM: The term of this Agreement shall commence on January 1, 2001 and shall continue in full force and effect through December 31, 2005, subject to the availability of Federal Title X funding. This Agreement may be terminated, with or without cause, by either party upon giving of at least thirty (30) days' prior written notice thereof to the other party.

If for any reason Federal Title X funding, is terminated or reduced, County shall thereupon have the right to adjust the funding of this Agreement in whole or in part as of said date. Notice of such adjustment shall be served upon Contractor in writing.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to

comply with the terms of this Agreement shall constitute a material breach hereof and the Agreement may be terminated immediately. Failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time.

County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a thirty-day written notice to Contractor. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

- 3. Paragraph 2, <u>STATEMENT OF WORK</u>, shall be revised in its entirety as follows:
  - "2. STATEMENT OF WORK: Contractor shall, in a satisfactory and proper manner, perform the functions and services described in Exhibits B, B-1, B-2, B-3 and B-4, "Statement of Work", attached hereto and incorporated herein by reference for the provision of family planning services."
- 4. Paragraph 3, <u>MAXIMUM COUNTY OBLIGATION</u>, shall be revised to add subparagraph E as follows:

### "3. MAXIMUM COUNTY OBLIGATION:

E. County's maximum obligation for Federal Title X funded services provided by Contractor hereunder during the period of January 1, 2005 through December 31, 2005, shall not exceed One Hundred, Thirty-Five Thousand, Five Hundred Seventy-Five Dollars (\$135,575). Such obligation shall consist of the following:

Basic Contraceptive Services	\$ 77 <b>,</b> 784
Special Population/with	57,791
Partnering Plan Project	
Total	\$135 <b>,</b> 575

Such obligation shall be set forth in Exhibit C-4.

5. Paragraph 16, <u>SPECIAL REPORTING REQUIREMENTS</u>, shall be revised to read as follows:

"16. <u>SPECIAL REPORTING REQUIREMENTS</u>: Contractor shall submit to County the following required reports in compliance with the dates and conditions specified here below:

Report Title Family Planning Annual Report (FPAR)	Frequency <u>Submission</u> Semi-annually	Date Due  To County  First Thursday  in July and first  Friday in January
Statement of Revenue Expenditures Reports	Quarterly	Third Friday in April, July, October and second

Friday in January

Special Reports, Data, Specified by Surveys/Questionnaires County/CFHC requested by CFHC/County

Specified by County/CFHC

Failure to submit required or requested Reports may result in withholding payment of Title X funds under this Agreement or may be considered a breach of contract which may result in termination of the Agreement. Enforcement of contractual provisions for reporting are in accordance with CFHC Board of Directors policy dated November 22, 2002.

County may require Contractor's preparation of additional special reports upon thirty (30) days' notice to Contractor.

Insofar as they directly affect the herein described

County Department of Health Services' Basic Contraceptive

Services or Special projects or "Title X Family Planning

Program", County must be notified immediately of any other

grants or contracts directly affecting Title X services

received during the term of this Agreement. Notification must include the name of the funding source, grant or contract, the amount of the grant or contract, and a brief description of the services to be provided."

6. Paragraph 42, CONTRACTOR'S WARRANTY OF ADHERENCE TO

COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be revised as
follows:

# "42. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance

Program (County Code Chapter 2.200) and without limiting

Contractor's duty under this contract to comply with all

applicable provision of law, Contractor warrants that it

is now in compliance and shall during the term of this

contract maintain in compliance with employment and wage

reporting requirements as required by the Federal Social

Security Act (42 USC Section 653a) and California

Unemployment Insurance Code Section 1088.5, and shall

Implement all lawfully served Wage and Earnings

Withholding Orders or CSSD Notice of Wage and Earnings
Assignment for Child, Family, or Spousal Support,
pursuant to Code of Civil Procedure Section 706.031 and
Family Code Section 5246(b).

- B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

  COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

  Failure of Contractor to maintain compliance with the

  requirements set forth in Paragraph 39 "CONTRACTOR'S

  WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE

  PROGRAM" shall constitute default under this contract.

  Without limiting the rights and remedies available to

  County under any other provision of this contract,

  failure of Contractor to cure such default within 90

  calendar days of written notice shall be grounds upon

  which County may terminate this contract pursuant to

  Paragraph 45B, "TERMINATION FOR CONTRACTOR'S DEFAULT" and

  pursue debarment of Contractor pursuant to County Code

  Chapter 2.202."
- 7. Paragraph 56, <u>CONTRACTOR RESPONSIBILITY AND DEBARMENT</u>, shall be revised as follows:
  - "56. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of contract with the County or a nonprofit corporation

created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicated a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

- D. If there is evidence that the Contract may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation

regarding whether the contractor shall be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. These terms shall also apply to [subcontractors/subconsultants] of County Contractors.
- 8. Paragraph 62. <u>ENTIRE AGREEMENT</u>, shall be amended to read as follows:
- "62. ENTIRE AGREEMENT: The body of this Agreement,

  Exhibits A, A-1, A-2 B, B-1, B-2, B-3, B-4, C, C-1, C-2, C-3, C-4,

  D, E, and F attached hereto, shall constitute the complete and

  exclusive statement of understanding between the parties which

  supersedes all previous agreements, written or oral, and all other

  communications between the parties relating to the subject matter of

this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

- 1. Exhibits A, A-1 and A-2
- 2. Exhibits B, B-1, B-2, B-3, and B-4
- 3. Exhibits C. C-1, C-2, C-3, and C-4
- 4. Exhibit D
- 5. Exhibit E
- 6. Exhibit F"
- 9. As of January 1, 2005, Exhibits A-2, B-4 and C-4 shall be added to the Agreement.
- 10. Except for the changes set forth herein above, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

	Tł	nomas L. Ga:	rthwaite,	M.D.
	Directo	or and Chie	f Medical	Officer
LOS	ANGELES	BIOMEDICAL	RESEARCH	INSTITUTE
		Contracto:	r	
F	3v			

Ву\_\_\_\_\_

Printed Name

Signature

Title \_\_\_\_\_\_(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_\_ Irene E. Riley, Director Contract Administration
AMENDCD3034.3K
H:kh:12/2/04

#### EXHIBIT C-4

### LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES TITLE X FAMILY PLANNING PROGRAM

### LOS ANGELES BIOMEDICAL RESEARCH INSTITUTE FEDERAL TITLE X BUDGET ALLOCATIONS

\_\_\_\_\_January 1, 2005 through December 31, 2005

I.	ALLO	OCATION CATEGORIES	<u>AMOUNTS</u>
	Α.	Basic Contraceptive Services	\$ 77 <b>,</b> 784
	В.	Special Populations w/Partnering Plan Project	<u>57,791</u>
			\$ 135 <b>,</b> 575

kh:kh
family planning/CY05
11/29/05



## Title X Family Planning Services Funding Application Exhibit C (Service Site Information)

Agency Name: L.A. County Department of Health Services, Subcontractor: REI Women's Health Care Clinic

Agency Number: 1316 Title X clinic site #2908

County Name: Los Angeles

This form must be completed for each county for which funds are being sought.

Please note that upon entering Exhibit E information, you will not be able to delete sites or modify site names in Exhibit C. You will be able

to add sites and, except for the Site Name, modify other information.

To delete sites on Exhibit C or modify site names, you must delete all Exhibit E data.

List all proposed Title X-funded family planning program service sites. This includes both full service clinics and satellite clinics. This form must be completed for each county for which funds are being sought.

#### 5. Required Exhibits

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Family Planning Program Service Site Information								
Site Name	City	Zipcode	Communities Served	Full Svc (check if yes)	Office Hours	Clinic Hours	# of Users in 2003	Projected Users in 2005
Harbor-UCLA REI Womens Health Care Clinic	Torrance	90509	Carson, Compton, Gardena, Harbor City, Hawthorne, Inglewood, Lawndale, Lomita, Long Beach, Los Angeles, Manhattan Beach, Palos Verdes, Redondo Beach, San Pedro, Torrance, Wilmington	Х	Monday to Friday: 8am to 5pm	Monday: 8am to 7pm; Tuesday, Wednesday, Thursday: 8am to 5pm; Friday: 8am to 2pm	5255	5000
Bellflower Health Center	Bellflower	90706	Bellflower, Cerritos, Compton, Downey, Lynwood, Norwalk, Paramount, South Gate,	wney, X Friday: 8am Monday to Friday: 84m		Monday to Friday: 8am to 4:30pm	531	306
Antelope Valley Health Center	Lancaster	93534	Acton, Lancaster, Lake Los Angeles, Littlerock, Palmdale, Pearblossom  Acton, Lancaster, Lake Los Angeles, Littlerock, Palmdale, Pearblossom  Acton, Lancaster, Lake Los Angeles, Littlerock, Palmdale, Pearblossom  X  Monday, Tuesday: 8am to 12noon, 12:30pm to 4:30pm; second, fourth and fifth Friday: 8am to 12noon; Colpo- second, fourth and fifth Friday: 12:30pm to 4:30pm		1997	1391		
Mid-Valley Comprehensive Health Center	Canoga Park, Chatsworth, Encino, North Hollywood, Northridge, Pacoima, Panorama City, Reseda, X  Monday to Friday: 8am to 8pm: Friday: 8am to 4pm		Monday to Thursday: 8am to 8pm; Friday: 8am to 4pm	2337	2240			
H. Claude Hudson Comprehensive Health Center	Los Angeles	90007	Los Angeles, South Central Los Angeles	X	Monday to Saturday: 8am to 4:30 pm	Monday to Saturday: 8am to 4:30pm	4324	4600
El Monte Comprehensive Health Center	El Monte	91731	Baldwin Park, El Monte, La Puente, Montebello, Pico Rivera, Rosemead, San Gabriel	X	Monday to Friday: 8am to 4:30pm	Monday, Wednesday, Friday and every other Saturday: 8am to 4:30pm	2045	2200

Edward R. Roybal Comprehensive Health Center	Los Angeles	90022	Alhambra, Boyle Heights, City Terrace, East Los Angeles, El Sereno, Montebello, Monterey Park	X	Monday to Friday: 8am to 4:30pm	Monday: 8am to 4:30pm; every other Tuesday: 8am to 4:30pm; Thursday: 8am to 4:30pm; second Saturday: 8am to 4:30pm	1432	1600
Hubert H. Humphrey Comprehensive Health Center	Los Angeles	90003	Compton, Huntington Park, South Central Los Angeles, South Gate, Watts	X	Monday to Friday: 8am to 4:30pm	Monday to Friday: 8am to 4:30pm; every other Saturday: 8am to 4:30pm	3342	3600
Long Beach Comprehensive Health Center	Long Beach	90813	Belmont Shore, Lakewood, Long Beach, San Pedro, Seal Beach, Signal Beach, Wilmington	X	Monday to Friday: 8am to 4:30pm	Monday to Friday: 8am to 4:30pm	615	936
Glendale Health Center	Glendale	91206	Altadena, Burbank, Eagle Rock, Glendale, Hollywood, La Crescenta, Los Angeles, Pasadena	e, X Friday: 8am Monday to Friday: 8am to 4:30pm 4pm		505	520	
San Fernando Health Center	San Fernando	91340	Canyon Country, Granada Hills, Mission Hills, Pacoima San Fernando Monday to Monday to Thursday: 8am		972	1240		
Wilmington Health Center (Title X effective 9/8/03)	Wilmington	90744	Carson, Harbor City, Lomita, Long Beach, San Pedro, Wilmington	X	Monday to Friday: 8am to 6pm; Saturday: 9am to 1pm	Monday to Friday: 8am to 6pm; Saturday: 9am to 1pm	80	558
TOTALS								24191

EXHIBIT B-4

Agency Name: L.A. County Department of Health Services, Subcontractor: REI Women's Health Care Clinic

Agency Number: 1316 Title X clinic site #2908

County Name: Los Angeles

This form must be completed for each county for which funds are being sought.

1- Administrative Goal: Strengthen the overall quality of the family planning program and its ability to meet the needs of the

ommunity.					
OBJECTIVE #	BJECTIVE # ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE		EVALUATION
Implement or maintain a review process of all agency functions, in order to ensure high quality	1.A	A review committee consisting of administrative and medical personnel will meet at least once annually to review the policies and procedures related to the family planning program.	1.A SFVC-Progm Mgr&Med. Dir; AVC- Supvg PHN & Asst Admin; Coastal- Wmn's Hlth Care Chf& Actg Admin; JWCH-Progm Dir&Div. Dir; REI- Clinic Dir.		Meeting minutes will be maintained which document the administrative team meetings and resulting activities.
family planning services and compliance with all Title X Guidelines by December 31, 2005.	1.B	Patient satisfaction survey will be distributed and collected, inclusive of all sites.	1.B SFVC-Progm Mgr&Med. Dir; AVC- Supvg PHN & Asst Admin; Coastal- Wmn's Hlth Care Chf&Actg Admin; JWCH-Progm Dir&Div. Dir; REI- Clinic Dir.	-	Patient satisfaction surveys will be completed, summarized and kept on file. Findings will be used to implement appropriate changes and improve services.
	1.C	Maintain and update a community needs assessment on a periodic basis to define agency's role in the community.	1.C SFVC-Progm Mgr&Med. Dir; AVC-Supvg PHN & Asst Admin.; Coastal-Wmn's Hlth Care Chf&Actg Admin; JWCH-Progm Dir&Div. Dir; REI-Clinic Dir.		Current community needs assessment result will be kept on file. Findings will be used to modify services to address community needs.
	1.D		1.D SFVC-Progm Mgr&Med. Dir; AVC-Supvg PHN & Asst Admin; Coastal-Wmn's Hlth Care Chf& Actg Admin; JWCH-Progm Dir&Div. Dir; REI-Clinic Dir.	1.D	Documentation of the review process, including member feedback on materials and resulting activities, will be maintained on file. Protocols related to the Committee will be maintained on file.
	1.E	protocols.	1.E SFVC-Progm Mgr&Med. Dir;AVC- Supvg PHN & Asst Admin; Coastal- Wmn's Hlth Care Chf & Actg Admin; JWCH-Progm Dir&Div. Dir; REI- Clinic Dir.		Protocols will be maintained on file, reviewed and updated as necessary.
	1.F	Quality Improvement system which includes a follow-up system for abnormal medical findings	1.F SFVC-Progm Mgr&Med. Dir; AVC-Supvg PHN & Asst Admin; Coastal-Wmn's Hlth Care Chf & Actg Admin; JWCH-Progm Dir&Dep. Dir; REI-Clinic Dir.	1.F	CQI policies will be maintained or file, reviewed and updated as necessary. Documentation of corrective action plan will be maintained
	1.G	Improvement medical team will review a minimum of 25 family planning client charts per clinic site,	1.G SFVC-Progm Mgr&Med. Dir; AVC-Supvg PHN & Asst Admin; Coastal-Wmn's Hlth Care Chf & Actg Admin; JWCH-Progm Dir&Div. Dir; REI-Clinic Dir.	1.G	Documentation of the CQI Medical Team meetings and resulting activities, including the number of charts reviewed, will be maintained on file.

Title X Funding Application - REI Wor	men's Health Care Clinic #29	908	Page 2 of 2
Administrative Goal: Services, education counseling, and add counseling.	11		

Agency Name: L.A. County Department of Health Services, Subcontractor: REI Women's Health Care Clinic

Agency Number: 1316 Title X Clinic site #2908

County Name: Los Angeles

This form must be completed for each county for which funds are being sought.

2-Clinical Goal: Title X clients will plan and space their pregnancies.

OBJECTIVE #	ACTIVITY	JOB TITLE OF STAFF RESPONSIBLE	EVALUATION		
1. Provide family planning education and medical services to eligible individuals per the Federal	D. A. C. Pr	.A GFVC-Progm Mgr & Med Dir;AVC-Supvg PHN & Asst Admin;Coastal-Wmn's Hlth Care Chf & Acting Admin;JWCH- Prog Dir & Div Dir;REI-Clinic Dir	Review the Semi-annual Progress Report (SPR) submissions for client poverty status.		
Poverty Guidelines, by December 31, 2005.	medical services and FDA approved contraceptive methods, either on site or by referral, to approximately 4,700 female clients.	.B GFVC-Progm Mgr & Med Dir;AVC-Supvg PHN & Asst Admin;Coastal-Wmn's Hlth Care Chf & Acting Admin;JWCH- Prog Dir & Div Dir;REI-Clinic Dir	Review the SPR submissions for family planning eduction, medical services and contraceptive methods provided to female clients.		
	medical services to approximately 300 SI DA A CI Pr	.C SFVC-Progm Mgr & Med Dir;AVC-Supvg PHN & Asst Admin;Coastal-Wmn's Hlth Care Chf & Acting Admin;JWCH- Prog Dir & Div Dir;REI-Clinic Dir	Review the SPR submissions for family planning education and medical services provided to male clients.		
2. Provide family planning education and medical services to high-risk, hard-to-reach populations, including those reached through	(s) that includes a Memorandum(s) of Understanding with non-family planning community partner(s) who serve high risk, hard-to-reach populations (See Exhibit B).	E.A  SFVC-Progm Mgr & Med  Dir;AVC-Supvg PHN & Asst  Admin;Coastal-Wmn's Hlth Care  Chf & Acting Admin;JWCH-  Prog Dir & Div Dir;REI-Clinic  Dir	Partnering Plans(s) and Memorandum(s) of Understanding will be maintained and updated as necessary (CFHC is to be informed of any modifications to the Partnering Plan in a timely manner).		
community partnerships, by December 31, 2005.	medical services to approximately 55 new clients as a result of the community partnership(s) (as stated in Exhibit B).	2.B SFVC-Progm Mgr & Med Dir;AVC-Supvg PHN & Asst Admin;Coastal-Wmn's Hlth Care Chf & Acting Admin;JWCH- Prog Dir & Div Dir;REI-Clinic Dir	Review SPR submissions of the Partnering Plan and tracking system to determine performance and initiate corrective actions as necessary.		
must be a minimum of 35% of budget).	medical services to the following number of individuals in high-risk, hard-to-reach populations (inclusive of those reached through community partnerships, other forms of outreach and walk in clients):	C.C  GFVC-Progm Mgr & Med  Dir;AVC-Supvg PHN & Asst  Admin;Coastal-Wmn's Hlth Care  Chf & Acting Admin;JWCH-  Prog Dir & Div Dir;REI-Clinic  Dir	2.C Review SPR submissions to determine performance in serving high-risk, hard-to-reach populations.		

Title X Funding Application	REI Women'	s Health C	are Clinic #290	08	Page 2 of 2
2.Clinical Goal:  Migrant TOTAL	Workers Clients Served	200			

KL:kl 11/8/04

Agency Name: L.A. County Department of Health Services, Subcontractor: REI Women's Health Care Clinic

Agency Number: 1316 Title X clinic site #2908

County Name: Los Angeles

This form must be completed for each county for which funds are being sought.

3- Adolescent Services Goal: Provide comprehensive clinical and counseling services to adolescents.

	OBJECTIVE #		ACTIVITY	JOB TITLE OF STAFF RESPONSIBLE	EVALUATION		
1	Provide adolescent- specific counseling to all eligible adolescent	1.A	Provide adolescents with information and support to delay the initiation of sexual activity as appropriate.	1.A SFVC-Progm Mgr & Med Dir;AVC- Supvg PHN & Asst Admin;Coastal- Wmn's Hlth Care Chf & Acting Admin;JWCH-Prog Dir & Div Dir;REI- Clinic Dir.	1.A	Documentation of appropriate counseling will be maintained in charts of adolescent clients.	
	clients seeking family planning services by December 31, 2005.		Maintain or update protocols that ensure the provision of counseling to minors, when appropriate, on how to resist coercive attempts to engage in sexual activity.	1.B SFVC-Progm Mgr & Med Dir;AVC- Supvg PHN & Asst Admin;Coastal- Wmn's Hlth Care Chf & Acting Admin;JWCH-Prog Dir & Div Dir;REI- Clinic Dir	1.B	Protocols will be maintained on file, reviewed, and updated as necessary. Documentation of appropriate counseling will be maintained in charts of adolescent clients.	
			Maintain or update protocols that ensure the provision of family involvement counseling as part of adolescent client family planning visits.	1.C SFVC-Progm Mgr & Med Dir;AVC- Supvg PHN & Asst Admin;Coastal- Wmn's Hlth Care Chf & Acting Admin;JWCH-Prog Dir & Div Dir;REI- Clinic Dir		Protocols will be maintained on file, reviewed, and updated as necessary. Documentation of family involvement counseling will be maintained in the charts of adolescent clients.	
			required by state law.	1.D SFVC-Progm Mgr & Med Dir;AVC- Supvg PHN & Asst Admin;Coastal- Wmn's Hlth Care Chf & Acting Admin;JWCH-Prog Dir & Div Dir;REI- Clinic Dir		Protocols will be maintained and updated as necessary.	

Agency Name: L.A. County Department of Health Services, Subcontractor: REI Women's Health Care Clinic

Title X Clinic site #2908 Agency Number: 1316

County Name: Los Angeles

This form must be completed for each county for which funds are being sought.

4- Community Education and Outreach Goal: Increase the community's knowledge and access to family planning services offered by

the Agency.								
	DBJECTIVE # ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE		EVALUATION			
	Conduct marketing, community outreach and education to potential Title X eligible clients,	1.A	Develop and/or maintain and update a Community Education and Outreach Plan to enhance community knowledge of reproductive health and family planning and to make their services known to the community.	1.A SFVC-Progm Mgr & Med Dir;AVC-Supvg PHN & Asst Admin;Coastal-Womn's Hlth Care Chf & Acting Admin;JWCH-Prog Dir & Div Dir;REI-Clinic Dir		Community Education and Outreach Plan will be kept on file for review. Documentation of the review of the Plan will be maintained.		
	by December 31, 2005.	1.B	Provide education and outreach to approximately 1,275 ndividuals as a result of the Community Education and Outreach Plan.	1.B SFVC-Progm Mgr & Med Dir;AVC-Supvg PHN & Asst Admin;Coastal-Womn's Hlth Care Chf & Acting Admin;JWCH-Prog Dir & Div Dir;REI-Clinic Dir		Review SPR submissions to determine the effectiveness of the Community Education and Outreach Plan and initiate corrective actions as necessary.		
		1.C	Conduct education and outreach presentations to the following groups (check all that apply):  X	1.C SFVC-Progm Mgr & Med Dir;AVC-Supvg PHN & Asst Admin;Coastal-Womn's Hlth Care Chf & Acting Admin;JWCH-Prog Dir & Div Dir;REI-Clinic Dir		Maintain documentation of the number of presentations provided to each group.		
			Mass marketing efforts will reach approximately 525 individuals through events and activities such as health fairs, street outreach, concerts and community events.	1.D SFVC-Progm Mgr & Med Dir;AVC-Supvg PHN & Asst Admin;Coastal-Womn's Hlth Care Chf & Acting Admin;JWCH-Prog Dir & Div Dir;REI-Clinic Dir		Maintain documentation on the number of individuals reached through mass marketing events.		
	Create and maintain community partnerships		Provide 200education and outreach contacts to high-risk, hard to reach populations through community partnerships (as stated in Exhibit B).	2.A SFVC-Progm Mgr & Med Dir;AVC-Supvg PHN & Asst Admin;Coastal-Womn's Hlth		Review SPR submissions on the progress of the Partnering Plan to determine its effectiveness,		

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Title X runding A	rage 2 01 2			
4.Comm.Ed&Outre with non-family planning agencies to	Goal:	Care Chf & Acting Admin;JWCH-Prog Dir & Div Dir;REI-Clinic Dir	1	and initiate corrective actions as necessary.
increase community knowledge of family planning services among high-risk, hard to reach populations, by December 31,	Develop, maintain and assess the effectiveness of a tracking system to tie these outreach contacts to the number of clinical visits as stated in Clinical Objective 2B and Exhibit B.	2.B SFVC-Progm Mgr & Med Dir;AVC-Supvg PHN & Asst Admin;Coastal-Womn's Hlth Care Chf & Acting Admin;JWCH-Prog Dir & Div Dir;REI-Clinic Dir		Review SPR submissions on the number of outreach contacts and tracked clinical visits to determine effectiveness of the tracking system, and initiate corrective actions as necessary.

KL:kl 11/8/04

Agency Name: L.A. County Department of Health Services, Subcontractor: REI Women's Health Care Clinic

Agency Number: 1316

Title X clinic site #2908

County Name: Los Angeles

This form must be completed for each county for which funds are being sought.

4- Financial Management Goal: Improve and maintain the Agency's financial systems to ensure contract compliance.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE		EVALUATION	
		1.A	and submit modifications as	1.A SFVC-Prog Mgr&Med Dir;AVC-Supvg PHN&Asst Admin;Coastal-Wmn's Hlth Care Chf&Actg Admin;JWCH-Progm Dir&Div Dir;REI-Clinic Dir;MCAH staff		Review the annual family planning budget to meet the needs of the family planning program. Make appropriate modifications during the allowable times.	
			Develop and maintain financial management systems that are in compliance with the Code of Federal Regulations (CFR):  - Budgetary control procedures - Accounting systems and reports - Purchasing/inventory control/property management - Charges, billing and collection procedures	1.B LACDHS,Public Hlth,Financial Services: Health Care Financial Analyst and Grant Manager		At site evaluations the Agency demonstrates the following: a financial system is in place to monitor the budget with a clear separation of Title X expenditures; maintains separate cost centers to track expenditures and validate costs; maintains current accounting/financial, billing/collection, and procurement procedures.	
		1.C	implement a sliding fee	1.C SFVC-Prog Mgr & Med Dir;AVC- Supvg PHN & Asst Admin;Coastal- Wmn's Hlth Care Chf & Actg Admin;JWCH-Progm Dir & Div Dir;REI-Clinic Dir.	1.C	Ensure the sliding fee scale is updated annually to reflect the current federal poverty guidelines, as well as ensure that a zero pay category exists within the fee schedule for clients at or below 100% of the Federal poverty level.	
			reporting requirements as detailed by the contract.	1.D LACDHS,Public Hlth,Financial Services: Health Care Financial Analyst and Grant Manager	1.D	Review all report submissions for accuracy and completion.	

EXHIBIT C-4

#### EXHIBIT C-4

### LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES TITLE X FAMILY PLANNING PROGRAM

### LOS ANGELES BIOMEDICAL RESEARCH INSTITUTE FEDERAL TITLE X BUDGET ALLOCATIONS

January 1, 2005 through December 31, 2005

I.	<u>ALL</u>	<u>AMOUNTS</u>	
	Α.	Basic Contraceptive Services	\$ 77,784
	В.	Special Populations w/Partnering Plan Project	<u>57,791</u>
		TOTAL BUDGET	\$ 135,575

kh:kh
family planning/CY05
11/29/05